

Macular Society Research Grant Terms and Conditions

1. Use of funds

The Grant holder shall use the funds solely for the activities and purposes described in the application proposal approved by MACULAR SOCIETY (summary appended) and in the manner described.

2. Disbursement of funds

Disbursement of funds will be conditional on timely and accurate reporting. A proportion of the amount due will be retained by MACULAR SOCIETY and disbursed only upon submission of reports as directed in 3.

Payments will be phased and will be paid on acceptance of submitted reports in accordance with the payment schedule.

3. Reports

As indicated in the timetable below, MACULAR SOCIETY expects to receive the following written financial reports and narrative accounts of the project from the Grant holder:

At 12 month intervals from the start date of the project:

An interim report for the Research Committee, giving an update on the progress of the project. A template will be provided by MACULAR SOCIETY.

In November for each year that the project is live:

A report written for our annual scientific and professional journal Digest describing the project aims and objectives, progress made and anticipated outcomes.

On Completion of the Project:

- A final written narrative and financial report on the project and utilisation of the funds granted. This must be submitted within six months after project completion, at which time that balance of funds will be released. A template will be provided by MACULAR SOCIETY.
- A summary report for Digest.

- The Grant holder also agrees to complete a retrospective impact survey at the request of MACULAR SOCIETY no sooner than 2 months after completion of the project and a short impact survey annually thereafter. This is used to monitor the impact of MACULAR SOCIETY research funds.

Ad hoc reporting

The MACULAR SOCIETY may ask for ad hoc reports from time to time, which will be shared confidentially with specific donor organisations to fulfil grant reporting requirements. The format of these reports will be agreed with the Grant holder.

Presentation of Reports

All reports should be written in 14 pt Arial. The final report should contain a lay summary at the start suitable for Trustees and patients followed by a full scientific report.

Publications

Copies of any articles or scientific papers published as a result of the research should be sent to the MACULAR SOCIETY at the time they are accepted for publication. The support of the MACULAR SOCIETY should be suitably recognised.

4. Funded extensions and no cost extensions:

During approved funded and no-cost extensions of the project, reporting requirements apply as above.

5. Monitoring:

All receipts from suppliers must be filed and maintained at the disposal of MACULAR SOCIETY. An inspection may be carried out by MACULAR SOCIETY at any stage of the project. The Grant holder shall retain all books and records related to the project for at least six (6) years after the completion (or discontinuance) of the project.

6. Capital items:

For capital items priced over £2,500, proof must be submitted that the best possible price was obtained by choosing the best of 3 quotations for each item.

7. Project modification:

In the event that any modification or change were to be necessary in or regarding the Project, including any proposed reallocation of funds, the

Grant holder must seek prior written approval from MACULAR SOCIETY. Failure to do so may be regarded as breach of the agreement and funding for following instalments may be deducted or withheld.

8. Under-expenditure or over-expenditure:

Any annual under-expenditure of funds that have already been transferred to the Grant holder will automatically be deducted from the following year transfers unless specific approval to utilise the carry forward is obtained.

MACULAR SOCIETY will not be liable for any over-expenditure related to project activities nor for any increase in staff costs during the project.

9. Balance funds:

Upon completion of the project, all remaining funds shall be remitted back to MACULAR SOCIETY unless an application to utilise these funds is approved in writing by MACULAR SOCIETY. The application should include a narrative justification and a budget.

10. Cancellation:

MACULAR SOCIETY may at any time cancel the granting of the fund in whole or in part if it has good cause, which includes the following circumstances:

- If all or part of the fund is used for purposes other than those of the project.
- If the Grant holder fails to rectify breaches of these Terms and Conditions.
- If any substantial modification or change, which is not acceptable to MACULAR SOCIETY, is made in or regarding the project.

Cancellation shall be effected by MACULAR SOCIETY giving 3 months notice to the Grant holder. The Grant holder shall then upon demand by MACULAR SOCIETY, promptly return all or part of the funds received from MACULAR SOCIETY.

Mismanagement of funds and unjustified delays in reporting shall have a bearing on the approval of any future support to research projects submitted by the Grant holder to MACULAR SOCIETY.

MACULAR SOCIETY also reserves the right to withdraw its financial support if the project fails to have commenced, and incurred expenditure, six months after the proposed start date.

11. Indemnification:

MACULAR SOCIETY or MACULAR SOCIETY representatives shall not be held responsible for any and all claims, actions, losses and damages (including legal fees) which may arise out of the negligent acts or omissions of the Grant holder in connection with the implementation of the project. Neither shall MACULAR SOCIETY be held responsible for any and all claims arising from any personnel or Health and Safety policies applying to the Grant holder or claims by its representatives. (Representatives of MACULAR SOCIETY or the Grant holder shall include, but not be limited to, the Grant holder's or MACULAR SOCIETY officers, employees or agents).

The Macular Society, as a medical research charity, is under an obligation to ensure that the results of research, which it funds in part or in whole, are published "for the public good". At the same time it recognises the pressures which are placed upon research institutions and therefore the following grant conditions are intended to pay due regard to both of these potentially disparate requirements.

The Society will only support the use of protected animals:

- where no valid alternative exists
- where regard to animal welfare is a priority for the applicant
- where the applicant considers the possibilities to advance the refinement, reduction and replacement of animal use throughout the project.

The Grant holder is responsible for ensuring that the necessary Home Office licenses are in place.

International research supported by the MACULAR SOCIETY is expected to be carried out in the spirit of the UK legislation as well as being compliant with all local legislation and ethical review procedures.

All results of research, and the intellectual property rights in such results, in relation to which the MACULAR SOCIETY has made a grant, must be considered both for patent protection and as a potential revenue source by the appropriate authority within the host institution. (In that context, MACULAR SOCIETY reserves the right to an agreed percentage of such income.) Publication of the research findings must be delayed until such consideration and until patenting, if there is to be such. However, no unnecessary delay should be allowed to occur before publication is sought. If the delay in seeking publication of findings is likely to be more than six months from the termination of the grants, the MACULAR SOCIETY written approval must be obtained.

The research and the results of the research may not be commercially exploited in any way without the prior written agreement of MACULAR SOCIETY. Such agreement may be refused at MACULAR SOCIETY absolute discretion or granted subject to such conditions as MACULAR SOCIETY may decide (and may well require prior agreement as to the sharing of the financial benefits arising from the exploitation).

You should appreciate that the MACULAR SOCIETY may, from time to time, cite this grant as an example of the research it funds when applying to potential donors for financial support or when reporting to the AMRC. Data will be processed in line with the Data Protection Act of 1998.

12. Remittance and receipt of grant funds:

The funds shall be remitted to the bank account of the institution designated in writing by the Grant holder. No grants shall be paid into personal bank accounts. Upon receipt of each instalment, the Grant holder shall furnish MACULAR SOCIETY with the original copy of a written acknowledgement of receipt in a form specified or approved by MACULAR SOCIETY.

13. Dispute Settlement:

Any dispute relating to the interpretation or application of this agreement shall, unless amicably settled, be subject to conciliation.